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8 *Attorneys for Plaintiff, U.S. Bank National Association, As Successor In Interest To Wachovia*
9 *Bank, National Association, As Trustee For Banc Of America Funding Corporation Mortgage*
10 *Pass-Through Certificates, Series 2004-C*

11 **UNITED STATES DISTRICT COURT**
12 **DISTRICT OF NEVADA**

13 U.S. BANK NATIONAL ASSOCIATION, AS
14 SUCCESSOR IN INTEREST TO WACHOVIA
15 BANK, NATIONAL ASSOCIATION, AS
16 TRUSTEE FOR BANC OF AMERICA
17 FUNDING CORPORATION MORTGAGE
18 PASS-THROUGH CERTIFICATES, SERIES
19 2004-C,

20 Plaintiff,

21 vs.

22 NORTH AMERICAN TITLE INSURANCE
23 COMPANY,

24 Defendant.

Case No.: 2:19-cv-00424-JAD-EJY

25 **STIPULATION AND ORDER TO STAY**
26 **CASE PENDING APPEAL**

ECF Nos. 12, 22, 31

27 Plaintiff, U.S. Bank National Association, As Successor In Interest To Wachovia Bank,
28 National Association, As Trustee For Banc Of America Funding Corporation Mortgage Pass-
Through Certificates, Series 2004-C (“U.S. Bank”), and Defendant, North American Title
Insurance Company (“NATIC”), by and through their counsel of record, hereby agree and
stipulate as follows.

WHEREAS, there are now currently pending in the United States District Court for the
District of Nevada more than fifty (50) actions between national banks, on the one hand, and
their title insurers, on the other hand (the “Actions”);

1 **WHEREAS**, each of the Actions involves a title insurance coverage dispute wherein the
2 national bank contends, and the title insurer disputes, that a title insurance claim involving an
3 HOA assessment lien and subsequent sale was covered by a policy of title insurance;

4 **WHEREAS**, in many of these Actions, the title insurer underwrote an ALTA 1992 loan
5 policy of title insurance with form 1 coverage, along with the CLTA 100/ALTA 9 Endorsement
6 and either the CLTA 115.1/ALTA 4 Endorsement or the CLTA 115.2/ALTA 5 Endorsement (the
7 “Form Policy”);

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9 **WHEREAS**, many of the Actions implicate common questions of interpretation of the
10 Form Policy;

11 **WHEREAS**, the national bank in one of these actions has now appealed a judgment of
12 dismissal to the Ninth Circuit Court of Appeals, *Wells Fargo Bank, N.A. v. Fidelity National*
13 *Title Ins. Co.*, Ninth Cir. Case No. 19-17332 (District Court Case No. 3:19-cv-00241-MMD-
14 WGC) (the “*Wells Fargo II* Appeal”);

15
16 **WHEREAS**, the Parties anticipate that the Ninth Circuit Court of Appeals’ decision in
17 the *Wells Fargo II* Appeal may touch upon issues regarding the interpretation of the Form Policy
18 and the reasonableness of the insurer’s denial, that could potentially affect the disposition of the
19 other Actions, including the instant action;

20
21 **WHEREAS** the Parties agree that it is appropriate and desirous to stay the instant action
22 pending the disposition of the *Wells Fargo II* Appeal, that a stay of the instant action will not
23 prejudice either of the Parties, and that a stay of the instant action will best serve the interests of
24 judicial economy (given the possibility that the Ninth Circuit Court of Appeals’ decision on the
25 *Wells Fargo II* Appeal might affect the disposition of this case);

1 **NOW THEREFORE**, the Parties, by and through their undersigned counsel, hereby
2 stipulate and agree as follows:

3 1. The instant action shall immediately be **STAYED**, pending the disposition of the *Wells*
4 *Fargo II* Appeal.

5 2. The scheduling order previously entered in this action is hereby **VACATED**, except
6 **that the Parties agree that discovery in this action is closed, but-for the Parties**
7 **agreement that once the stay is lifted, U.S. Bank will be permitted to depose**
8 **NATIC's retained expert in this matter, Charles A. Hansen.**

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1 6. By entering into this stipulation, neither of the Parties is waiving its right to move to
2 re-open discovery on a limited basis based upon the Ninth Circuit's ruling in *Wells Fargo*
3 *II*.

4 7. By entering into this stipulation, neither of the Parties is waiving its right to
5 subsequently move the Court for an order lifting the stay in this action.
6

7 DATED this 24th day of February, 2020.

8 WRIGHT, FINLAY & ZAK, LLP

9
10 /s/ Lindsay D. Robbins

11 Lindsay D. Robbins, Esq.

12 Nevada Bar No. 13474

13 7785 W. Sahara Ave., Suite 200

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15 *Attorney for Plaintiff, U.S. Bank National*
16 *Association, As Successor In Interest To*
Wachovia Bank, National Association, As
Trustee For Banc Of America Funding
Corporation Mortgage Pass-Through
Certificates, Series 2004-C

DATED this 24th day of February, 2020.

EARLY SULLIVAN WRIGHT GIZER &
McREA LLP

/s/ Sophia S. Lau

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8716 Spanish Ridge Avenue, Suite 105

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Attorneys for Defendant, North American
Title Insurance Company

17 **IT IS SO ORDERED. This case is STAYED by stipulation.**

18 **IT IS FURTHER ORDERED** that all pending motions [ECF Nos. 12, 22] are
19 **DENIED without prejudice** to their prompt refile within 30 days of an order lifting this stay.
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21 
22 U.S. District Judge Jennifer A. Dorsey

23 Dated: February 25, 2020
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